

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

THIS INSTRUMENT PREPARED BY:  
James J. Odom, Jr.  
P.O. Box 11244  
Birmingham, Alabama 35202

**SECOND MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS, THAT**

**WHEREAS**, the undersigned Robert M. Roan and wife, Kathryn A Roan, and Christopher T. Wideman and wife, Rhonda L. Wideman ("Mortgagors"), are justly indebted to Carolyn Bobo ("Mortgagee") in the sum of TWENTY-SEVEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$27,900.00) (the "Indebtedness") evidenced by a promissory note of even date, and

**WHEREAS**, Mortgagors wish to secure the prompt payment of the Indebtedness.

**NOW, THEREFORE**, in consideration of the Indebtedness, and to secure the prompt payment thereof at maturity, the undersigned Mortgagors do hereby grant, bargain, sell and convey unto Mortgagee the following described real property (the "Property") situated in Shelby County, Alabama, to-wit:

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.**

**SUBJECT TO:** (1) Current taxes; (2) Rights-of-way granted to the public by instruments recorded in Deed Book 230, at Page 590; Deed Book 126, at Page 13, Deed Book 229, at Page 506; Instrument #1994-27915; Deed Book 329, at Page 764; Real 65, at Page 817 and Real 91, at Page 328, in the Office of the Judge of Probate Shelby County, Alabama; (3) Easement to South Central Bell as shown by instrument recorded in Deed Book 351, at Page 353 in the Office of the Judge of Probate of Shelby County, Alabama; (4) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 47, at Page 415 in the Office of the Judge of Probate of Shelby County, Alabama; (5) Rights of others to use easement as described on Exhibit A; (6) Public Road Right of Way 20 feet in width across the North side of land; (7) 30 foot Easement for Ingress, Egress and Utilities running along the West side of subject property as shown on survey by R. C. Farmer & Associates dated July 27, 1995; (8) Location and fence and utilities line as shown on survey by R. C. Farmer & Associates dated July 27, 1995; (9) Mortgage from Carolyn Bobo to First Alabama Bank dated August 1, 1995 and recorded as Instrument #1995-20753 in the Office of the Judge of Probate of Shelby County, Alabama, and corrected November 16, 1995 by corrective mortgage recorded as Instrument #1995-33609, in the Office of the Judge of Probate of Shelby County, Alabama.

The proceeds of this loan have been applied toward the purchase price of the property described above conveyed to Mortgagors simultaneously herewith.

Mortgagors agree that so long as this Mortgage is outstanding, other than for the construction of a road and culverts, they will not cut trees from the Property or excavate or otherwise prepare the land for building

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10:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 HCB 62.35

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**TO HAVE AND TO HOLD** the above granted premises unto the Mortgagee forever; and for the purpose of further securing the payment of the Indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon the Property, and should default be made in the payment of taxes or assessments, the Mortgagee has the option of paying off them; and to further secure the Indebtedness, the undersigned agrees to keep the improvements on the real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof in companies satisfactory to the Mortgagee, with loss, if any, payable to the Mortgagee, as the interest of the Mortgagee may appear, and promptly to deliver the policies, or any renewals of the policies, to the Mortgagee; and if undersigned fail to keep the Property insured as above specified, or fail to deliver the insurance policies to the Mortgagee then the Mortgagee has the option of insuring the Property for the reasonable insurable value for the benefit of the Mortgagee, the policy, if collected, to be credited on the Indebtedness, less cost of collecting same; all amounts so expended by the Mortgagee for taxes, assessments or insurance, shall become a debt to the Mortgagee, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from the date of payment by the Mortgagee, and be at once due and payable.

Upon condition, however, that if the Mortgagors pay the Indebtedness, and reimburses the Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the Mortgagee, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagee in the Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of the Indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the Mortgagee shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving twenty-one days' notice by publishing once a week for three consecutive weeks, the time, place and


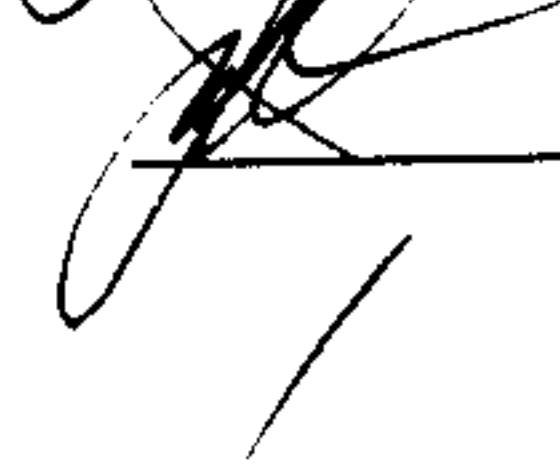
terms of sale, in some newspaper published in Shelby County, Alabama, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in Shelby County, at public outcry, to the highest bidder for cash and apply the proceeds of the sale; first, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended, or that it may be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Indebtedness in full, whether or not it shall have fully matured, at the date of the sale, but no interest shall be collected beyond the day of sale; and fourth, the remainder, if any, to be turned over to the Mortgagors; and the undersigned, further agree that the Mortgagee may bid at said sale and purchase the Property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagors by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to the Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the persons named as grantees in the granting clause herein.


Any estate or interest herein conveyed to the Mortgagee, or any right or power granted to the Mortgagee in or by this mortgage, is hereby expressly conveyed and granted to the heirs, and agents, and assigns of the Mortgagee.

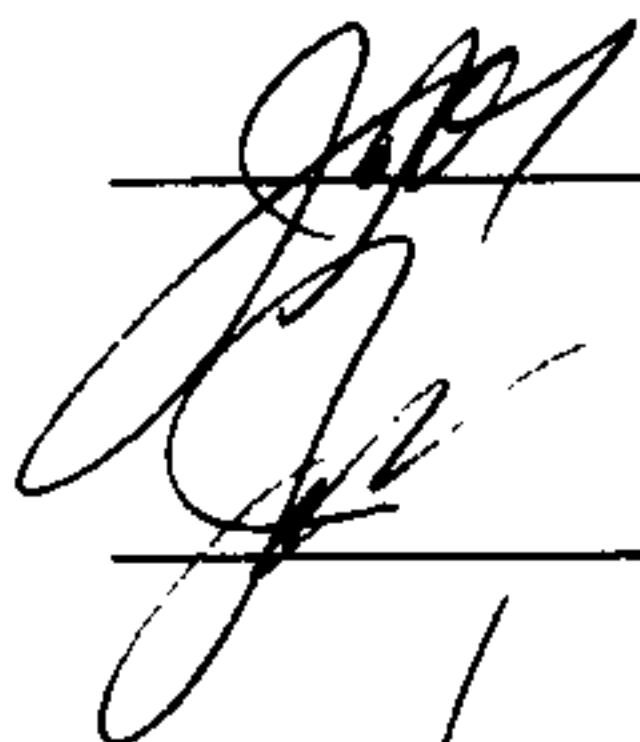

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 16<sup>th</sup> day of November, 1995.


WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
Robert M. Roan  
SS# \_\_\_\_\_

  
\_\_\_\_\_  
Kathryn A. Roan  
SS# \_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
Christopher T. Wideman  
SS# 

  
Rhonda L. Wideman  
SS# 

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert M. Roan, and wife, Kathryn A. Roan, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29<sup>th</sup> day of November, 1995.

  
\_\_\_\_\_  
Notary Public

My commission expires: 29 May 97

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Christopher T. Wideman and wife, Rhonda L. Wideman, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29<sup>th</sup> day of November, 1995.

  
\_\_\_\_\_  
Notary Public

My commission expires: 29 May 97

A parcel of land in the SW 1/4 of the NE 1/4 of Section 1, Township 20 South, Range 2 West, Shelby County, Alabama, described as follows: Commencing at the SW corner of the SW 1/4 of the NE 1/4 of Section 1, Township 20 South, Range 2 West; thence South 89 deg. 09 min. 12 sec. East and run along the South line of said 1/4 Section a distance of 294.43 feet to the point of beginning; thence continue along the last described course a distance of 294.44 feet; thence North 00 deg. 31 min. 28 sec. West and run a distance of 820.04 feet; thence North 83 deg. 50 min. 45 sec. West and run a distance of 313.72 feet; thence South 01 deg. 41 min. 13 sec. East and run a distance of 849.65 feet to the point of beginning; being situated in Shelby County, Alabama.

Also, a Proposed Ingress, Egress and Utility Easement being more particularly described as follows:

Commencing at the SW corner of the SW 1/4 of the NE 1/4 of Section 1, Township 20 South, Range 2 West; thence South 89 deg. 09 min. 12 sec. East and run along the South line of said 1/4 Section a distance of 588.87 feet; thence North 00 deg. 31 min. 28 sec. West and run a distance of 820.04 feet; thence North 83 deg. 50 min. 45 sec. West

and run a distance of 283.44 feet to the point of beginning; thence continue along the last described course run a distance of 30.28 feet; thence North 01 deg. 41 min. 13 sec. West and run a distance of 478.99 feet; thence North 89 deg. 16 min. 33 sec. East and run a distance of 30.00 feet; thence South 01 deg. 41 min. 13 sec. East and run a distance of 482.62 feet to the point of beginning; being situated in Shelby County, Alabama.

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